



Purchasing

September 29, 2020

RE: Beverage and Sponsorship Agreement (Bid Number: 50012-479-21)

Louisiana Tech University is now accepting sealed bids for Beverage and Sponsorship Agreement to begin May 1, 2021. Attached are the bid specifications for the above referenced bid. Questions concerning this bid should be submitted to Samuel G. Wallace or Melissa B. Hughes at 318-257-2769 or 318-257-4205.

The bid submission deadline and opening date is October 26, 2020 at 2:00 p.m. Bids should be sent via FedEx or UPS to the Louisiana Tech University Purchasing Office, 208 Keeny Circle Room 408, Ruston, LA 71272. Bids **MUST BE** received in a sealed envelope with the bid number and opening date clearly printed on the outside of the envelope. Due to COVID-19 and under the State of Louisiana law, no public bid openings will be allowed until further notice. This bid will be opened by the Louisiana Tech University Purchasing Officers only. After the opening, contact Zynthia L. Rhodes at 318-257-4205 or zrhodes@latech.edu for a copy of the bid tabulation.

When reviewing the attached specifications, please pay close attention to the 'Instructions to Bidders' documents. **Item numbers 6 (bid bond requirement), 17 (bid attendance requirement), and 32 (performance bond requirement) are OMITTED from this bid. In order to be considered for award, bidders MUST respond to item number 27 in the 'Instructions to Bidders' and MUST fill out and sign the attached 'Bid Sheet'.** All other items on the 'Instructions to Bidders' remain unchanged.

Respectfully,

Zynthia L. Rhodes

Assistant Director of Purchasing

(318) 257-4205

zrhodes@latech.edu

THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change or addenda, such shall be submitted in writing, signed in original ink by a representative of the bidder, cross-referenced clearly to the relevant bid section, in a sealed envelope, prior to the bid opening date. Such shall meet all requirements for the bid. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. Important: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
 - A. Bid contains no signature indicating intent to be bound;
 - B. Bid sent by facsimile equipment;
 - C. Bid filled out in pencil; and
 - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand

and model name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
17. Bid opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.
- Please circle one:
- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
 - 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.
 - 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
 - 4) The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.

30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffairs.al.gov.

The State of Louisiana is committed to the success of this program and encourages your participation.

**INVITATION TO BID
LOUISIANA TECH UNIVERSITY
BEVERAGE AND SPONSORSHIP AGREEMENT**

Louisiana Tech University is soliciting Bids for Beverage and Sponsorship Agreement to begin May 1, 2021.

This Beverage and Sponsorship Agreement ("Agreement"), effective as of May 1, 2021, made by and between Louisiana Tech University, a university organized under the laws of the State of Louisiana ("University" and SPONSOR).

Pursuant to provisions of Louisiana Revised Statute 39:1615D,

39:1615D. Educational institutions excepted. (1) An educational institution may enter into a multiyear nonexclusive contract, not to exceed ten years, with a vendor who has made a gift to the institution of equipment utilized for promoting products and university activities at a cost to the vendor in excess of fifty thousand dollars. Further, for this exception to be applicable, the contract shall cover products for resale within the institution.

Louisiana Attorney General Opinion 99-333 ".....90% resale requirement is permissible, but must be implemented so that the minority products are offered broadly over the campus of the institution and not confined to one particular venue or event"

In order to meet the non-exclusive requirements, 10 percent of the vending machines placed will be offered to a minority brand and 10% of cooler space at Food Services and Bookstore will be made available to a minority brand.

University proposes to grant SPONSOR the non-exclusive rights to sell, dispense or otherwise provide Beverages (as defined in Section 1.1 below) to University and to the public on University's campus. In consideration for the granting of such rights, SPONSOR has agreed to make various payments and provide certain support to University.

By entering into this Agreement, the Parties intend to develop a meaningful commercial relationship so as to enhance the quality of the student experience at the University and to further the University's educational mission and goals of the University.

In that spirit, this relationship will provide University with significant revenue streams and payments to support its programs and will provide SPONSOR with regular opportunities to interact with University students and the University community by participating in and gaining recognition from various student life and University community initiatives.

Louisiana Tech University has contractual agreements with independent corporations for Food Service and Bookstore operations. These facilities provide points of beverage sale for benefit of the University. The benefits of this sponsorship contract are to be extended to the Food Service and Bookstore contractors. Nothing herein prohibits these independent contractors from utilizing other SPONSOR contractual agreements to benefit the point of sale operations unless it negatively impacts the financial benefit to the University from the beverage sponsorship contract.

Should beverage sponsor not provide product for resale in a timely manner, the independent contractor is released to purchase necessary supplies from alternate vendors, but may not sell a competitive name brand.

The Bid document contains the provisions to be contained in the contract. The next page (page 3) shows an example of the bid sheet. Following the example (page 4) is the bid sheet. Award will go to the highest 10 year bid. Units of drink are for example purposes, and while the University believes they are representative of potential sales, no guarantee is made of sales volume.

EXAMPLE BID

EXAMPLE	Price	Units	Annual	10 Year Total
Upfront one-time Pouring Rights Payment				\$200,000.00
Sponsorship Funding made in 10 equal payments through term of contract				\$1,500,000.00
Payment Directly to Louisiana Tech Sports Properties made in 10 equal payments through term of contract				(\$500,000.00)
Marketing and Sponsorship Fees made to Louisiana Tech University in 10 equal payments through term of contract				\$350,000.00
Annual Funds for "Free Product" distributed in 10 equal payments through term of contract				\$100,000.00
Other Non-Defined Compensation				\$0.00
Rebate Guarantee (excludes Vending)				
20 oz. Carbonated Soft Drinks per case	\$6.00	1,000	\$6,000.00	
20 oz. Sports Drink per case	\$3.00	1,400	\$4,200.00	
20 oz. Branded Water per case	\$6.00	1,300	\$7,800.00	
Other Beverages per case	\$6.00	2,300	\$13,800.00	
ANNUAL REBATE				\$318,000.00
Vending Commission per bottle price of \$1.50 (Assume 3,000 cases of 24 bottles)	30%	72,000	\$32,400.00	\$324,000.00
Total 10 Year Value to Louisiana Tech				\$2,292,000.00

BID SHEET

BIDDER NAME:

BID SHEET - COMPLETE THE BOXES		Price	Units	Annual	10 Year Total
Upfront one-time Pouring Rights Payment					
Sponsorship Funding made in 10 equal payments through term of contract					
Payment Directly to Louisiana Tech Sports Properties made in 10 equal payments through term of contract					(\$500,000.00)
Marketing and Sponsorship Fees made to Louisiana Tech University in 10 equal payments through term of contract					
Annual Funds for "Free Product" distributed in 10 equal payments through term of contract					
Other Non-Defined Compensation					
Rebate Guarantee (excludes Vending)					
20 oz. Carbonated Soft Drinks per case			1,000	\$0.00	
20 oz. Sports Drink per case			1,400	\$0.00	
20 oz. Branded Water per case			1,300	\$0.00	
Other Beverages per case			2,300	\$0.00	
ANNUAL REBATE					
Vending Commission per bottle price of \$1.50 (Assume 3,000 cases of 24 bottles)			72,000		
Total 10 Year Value to Louisiana Tech					

BIDDER
ADDRESS

AUTHORIZED SIGNATURE

1. Definitions

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1. 1.

"Ambush Marketing" shall mean an attempt by a third party without SPONSOR's consent, to associate Competitive Beverages with the Campus, University or University Marks, or to suggest that Competitive Beverages are endorsed by or associated with the University or the University Marks, by referring directly or indirectly to the University, the Campus or the University Marks.

"Approved Initiatives" shall mean the initiatives the Parties approve under Section 4.1.

"Approved Vending Locations" shall mean the Initial Approved Vending Locations, and such other locations as University and SPONSOR shall agree from time to time.

"Beverage or Beverages" shall mean all canned, bottled, fountain, powder and syrup versions of carbonated and non-carbonated, non-alcoholic drinks sold now or at any time during the Term by SPONSOR. "Beverage" or "Beverages" does not include any products used for academic research or medically related patient care.

"Campus" means the land and buildings of University, including but not limited to any and all current or future business offices, student facilities including residence halls, classrooms, restaurants, concession stands, snack bars, bookstores, convenience stores, dining halls, food courts and athletic, recreational and entertainment facilities, in any and all buildings or facilities which currently comprise the University campus.

"Competitive Beverages" shall mean any and all beverages sold by others that are the same as or similar to those beverages sold, supplied, manufactured and/or distributed by SPONSOR.

"Event of Force Majeure" shall mean an event outside the reasonable control of a Party which substantially impairs the Party's ability to perform its material obligations under the terms of this Agreement, including, without limitation, acts of God, war, insurrection, and work stoppage.

"Initial Approved Vending Locations" shall mean the vending locations on the Campus the Parties approved pursuant to Section 5.1 (b) and are listed on Exhibit A.

"Monthly Vending Commission" shall mean the commissions payable to University pursuant to Section 5.4.

"Party" shall mean University or SPONSOR, and "Parties" shall mean University and SPONSOR.

"SPONSOR Provided Non-Vending Equipment" and "SPONSOR Provided Retail Equipment" shall mean the equipment SPONSOR will provide University and University related contractors pursuant to Section 6.5(a) and is described on Exhibit B.

SPONSOR shall mean vendor of a Soft Drink Brand who has made a gift to the institution of equipment utilized for promoting products and university activities at a cost to the vendor in excess of fifty thousand dollars.

"University Sponsorship" shall mean the consideration described in Section 3 (a).

"University Marks" shall mean the trade and service marks of the University as they may exist from time to time.

"Year" shall mean the period commencing **May 1** of a calendar year and ending **April 30** of that (or next) calendar year.

2. Term.

Term. Subject to the renewal provisions set forth herein below or earlier terminated by a Party pursuant to Sections 10.1 or 10.2 below, the term of this **10** year Agreement shall commence on **May 1, 2021** and terminate on **April 30, 2031**.

3. Payments

Certain Payments.

(a) Upon full execution of this Agreement, in consideration of the University's sponsorship initiatives described in Section 4 below, SPONSOR shall pay University:

(i) An upfront one-time Pouring Rights Fee of XXXXXXXXXXXXXXXXXXXXXXXX Dollars (\$XXXXXXXX) will be made upon contract execution.

(ii) A Sponsorship fund totaling XXXXXXXXXXXXXXXXXXXXXXXX Dollars (\$X,XXX,XXX.00) during the entire Term of this Agreement. Payment of this sponsorship fund will be made annually each year for ten years with the first payment made on the date of contract execution. Of this amount Five Hundred Thousand Dollars (\$500,000.00) will be made directly to Louisiana Tech Sports Properties (Learfield) or successor for advertising in annual payments of \$50,000.00 beginning July 1, 2021.

(iii) Additional marketing and sponsorship fees totaling \$XXX,XXX will be made in annual payments of \$XX,XXX.00 with the first payment made upon contract execution.

(iv) SPONSOR shall offer University for the Term of this Agreement an annual 'free product' donation in cash of XXXXXXXXXXXXX Dollars (\$XXX,XXX.00) per year.

(b) SPONSOR shall pay University vending commissions on full-service vending products. Initial vend pricing and commission structure are set forth below. Commissions will be paid monthly as a percentage of revenue minus taxes, collected from each machine in the prior month. A report will be outlined by asset, units sold, revenue and commission paid. Initial pricing and commissions on any additional products introduced during the Term shall be determined at the time of introduction. Vend price changes shall be mutually agreed upon by SPONSOR and University.

Beverage 24 unit Cases	Initial Vend Price	Commission Percentage
20 oz. Carbonated Soft Drinks	\$1.50	%
20 oz. Sports Drink	\$1.50	%
20 oz. Branded Water	\$1.50	%

(c) SPONSOR shall pay annual rebates at a rate set forth below. The earned rebates will be paid annually within thirty (30) days of the anniversary of this Agreement for the applicable year. University shall earn rebates on all beverages purchased through retail, including purchase made through the Food Service Provider. Rebates shall not be earned on any Beverages purchased through full service vending.

Beverage 24 unit Cases	Initial Price	Rebate
20 oz. Carbonated Soft Drinks	\$	\$
20 oz. Sports Drink	\$	\$
20 oz. Branded Water	\$	\$
Other Beverages	\$	\$

4. University Sponsorship Initiatives

4.1 Initiatives. University and SPONSOR have agreed upon the terms and conditions of this Agreement for the promotion of the SPONSOR Approved Beverages. This contract applies to the period beginning **May 1, 2021** and ending **April 30, 2031**. From time to time during each year, University and SPONSOR may jointly agree to revise or supplement this Agreement. University and SPONSOR have agreed that at a minimum University will provide sponsorship and signage opportunities on all items delineated in Sections 4.2 and 4.3 below.

4.2 Additional Support Provided by SPONSOR. In addition to the items described elsewhere in this Agreement, SPONSOR, at its sole expense, will provide University with the following certain marketing and promotional support including the use of a trailer for remote vending and marketing:

Additional items provided by University. In addition to the items described elsewhere in this Agreement, University will annually provide SPONSOR with season tickets with a cash value of \$6,000.00. SPONSOR and University will negotiate each year the number of tickets provided for each sport. Upon mutual agreement individual tickets of equal cash value may be substituted for season tickets.

4.3 Advertising

The Board of Supervisors for the University of Louisiana System authorized Louisiana Tech University to enter into a management agreement with the Louisiana Tech University Foundation for multi-media sponsorship rights. The Foundation has entered into a contract with Learfield Sports doing business as Louisiana Tech Sports Properties to execute these rights and responsibilities.

All advertising related to this agreement shall be handled directly between SPONSOR and Louisiana Tech Sports Properties or successor. At a minimum SPONSOR shall pay Louisiana Tech Sports Properties or successor \$50,000.00 each year for advertising and sports promotions. The first payment shall be made May 1, 2021. SPONSOR and Louisiana Tech Sports Properties or successor shall negotiate what advertising will be included in the \$50,000.00. Louisiana Tech Sports Properties or successor shall not allow any competitive drink advertising or promotions.

The \$50,000.00 annual advertising payment will be deducted from the annual sponsorship payment beginning May 1, 2021 and will consist of 10 payments of \$50,000.00 per year.

5. Grant of Beverage Vending Rights

5.1 Grant of Rights.

(a) Subject to the terms of this Agreement and pursuant to provisions of Louisiana Revised Statute 39:1615D, University hereby grants SPONSOR, and SPONSOR hereby accepts, a license to install and operate a sufficient amount of vending machines on the Campus to sell Beverages during the Term. Throughout the Term, University shall not grant to any other person the right or license to install or operate any piece of equipment on the Campus to offer or sell any Competitive Beverage except to meet the 10 percent requirement for non-exclusivity.

(b) A list of initial approved vending locations in buildings on the Campus and the locations in each such building the SPONSOR shall install and operate Approved Vending Machines to sell Approved Vending Beverages (collectively, such buildings are the "Initial Approved Vending Locations") is included as Exhibit A. At any time during the Term, University and SPONSOR, by mutual agreement, may change the Approved Vending Location of an Approved Vending Machine. Upon University's request, SPONSOR shall promptly move an Approved Vending Machine within or remove an Approved Vending Machine from an Approved Vending Location, but nothing herein shall permit University to require SPONSOR to move over ten percent (10%) of the total number of Approved Vending Machines in any Year.

5.2 Duty to Service and Operate Approved Vending Machines. Without University's prior consent, which shall not be unreasonably withheld, SPONSOR shall not cease to operate an Approved Vending Machine at an Approved Vending Location. SPONSOR, at its sole expense, shall fill, maintain, and service all Approved Vending Machines. SPONSOR shall use reasonable efforts to ensure that each Approved Vending Machine is kept well stocked with appropriate Approved Vending Beverages of good quality. No Beverages other than Approved Vending Beverages shall or may be dispensed by or made available through Approved Vending Machines owned by SPONSOR.

5.3 Maintenance and Repair.

(a) Throughout the term of this Agreement, among other services, SPONSOR, at its sole expense:

(i) shall provide repair, maintenance and technical services for the Approved Vending Machines, SPONSOR Provided Non-Vending Beverage Equipment, and SPONSOR Provided Retail Equipment, within four hours after a service call is properly placed by an University representative, provided such call is made between 8:00 a.m. and 1:00 p.m., or within 24 hours if such call is made after such hours and depending on accessibility to the equipment;

(ii) shall maintain a 24 hour, seven days a week continuously operating telephone answering service at 1-XXX-XXX-XXXX; and

(iii) shall perform preventive maintenance and regular service audits on all such equipment. In the event a fountain unit is out of order and results in loss of sales for more than 24 hours, SPONSOR will reimburse University by providing free of charge post-mix product. SPONSOR agrees to provide training to all University personnel with regards to necessary daily cleaning needs of fountain equipment.

(b) SPONSOR shall establish refund banks at locations best suited for optimum accessibility.

(i) each refund bank will consist of \$10.00;

- (ii) each person requesting a refund will need to fill out a form;
- (iii) each bank will be checked weekly and replenished as needed.

5.4 Beverage Vending Commission.

(a) Commission Payments. SPONSOR will pay commissions as follows: each calendar month, SPONSOR shall pay University for commissions earned from the previous calendar month. University shall earn a commission from products sold through the vending machines, on the amount of cash-in-bag net revenue earned by SPONSOR from the operation of the Approved Vending Machines ("Vending Commission")

(b) Commission Reports, Credit Enhancement. SPONSOR shall accompany each Monthly Vending Commission payment with a statement, setting forth, among other information, the number of cases and dollar value of Approved Vending Beverages sold in the applicable month and the amount of such commission.

5.5 Vending Expenses and Taxes.

(a) SPONSOR shall pay when due all costs and expenses incurred to own and operate the Approved Vending Machines. University, at its expense, shall provide all water, sewer, electricity service and wiring for such operation.

(b) SPONSOR shall (i) pay when due all taxes, assessments, and permit and license fees which are now or may be imposed in the future by any governmental authority arising out of the conduct of its business (including, without limitation, the ownership and operation of the Approved Vending Machines or the selling of Approved Vending Beverages at the Approved Vending Locations); (ii) charge, collect, and pay all applicable sales, use, and/or excise taxes that may be imposed upon Approved Beverages or Approved Vending Machines; and (iii) in its own name remit to and file with the proper governmental authorities all the foregoing taxes, assessments, fees, and necessary returns and comply with all regulations and rules by such governmental authorities; provided, however, that SPONSOR shall have no obligation under this Agreement to pay any taxes levied on the income earned by University under this Agreement.

5.6 Vending Equipment.

(a) Within a reasonable period of time after full execution of this Agreement, SPONSOR shall, at its sole expense, deliver and install the Approved Vending Machines at the Initially Approved Vending Locations, if not already on Campus.

(b) SPONSOR represents and warrants that during the Term each Approved Vending Machine: shall be new or like new and state-of-the-art; shall include a dollar bill validator/changer; shall comply with all applicable laws, rules and regulations, including but not limited to those concerning sanitation; and shall be free from defects in workmanship or design.

(c) Except as otherwise provided in this Agreement, University shall have no duty to care for the Approved Vending Machines and no obligation or responsibility to protect, maintain, repair, or otherwise care for any Approved Vending Machine; provided, however, University shall use reasonable care to reduce the risk of loss (including from theft and vandalism) to the Approved Vending Machines while such equipment is in Approved Vending Locations. SPONSOR hereby releases University from all claims, liabilities or expenses arising out of the installation or operation of an Approved Vending Machine in an Approved Vending Location.

(d) SPONSOR, at its sole expense, shall provide University professional quality product selection labels for each of the Approved Vending Beverages.

5.7 Maintenance of Approved Vending Machines. SPONSOR, at its sole expense, shall maintain each Approved Vending Machine in good working order; shall supply and install replacement Approved Vending Machines or components thereof as required to maintain full operability; and shall promptly repair or replace any damaged, defective, or inoperative Approved Vending Machine.

5.8 Use of Approved Vending Locations. Without University's prior written consent, SPONSOR shall not use space in the Approved Vending Locations in any manner or for any purpose except to offer for sale and sell Approved Vending Beverages in Approved Vending Machines, and for no other use. SPONSOR shall not change or alter the electrical, plumbing, or structural components of the Approved Vending Locations without University's prior written consent. At the termination of this Agreement, SPONSOR shall return possession of each Approved Vending Location to University in its condition on the date first above written, reasonable wear and tear excepted.

6. Grant of Beverage Sales Rights

6.1 SPONSOR's Commitment to Supply. The Parties acknowledge that University shall offer to sell or dispense, either in fountains, bottles, or cans, on the Campus. Pursuant to provisions of Louisiana Revised Statute 39:1615D, SPONSOR shall provide and University shall non-exclusively purchase from SPONSOR, Beverages adequate to meet all University's requirements, at the times and locations and in the quantities and types requested by University, for the Campus. Without limiting the generality of the foregoing, University may sell or dispense the Designated Non-Vending Beverages at the locations set forth in Exhibit A.

6.2 University's Commitment to Purchase/Sell. Subject to the terms of this Agreement, at prices referred to in Exhibit C, as adjusted as provided herein, University or University Contractors shall purchase, on payment terms of net thirty (30) days, all its requirements of bottles and cans, and all its requirements of fountain Beverages.

6.3 Price of Designated Non-Vending Beverages.

(a) Bottles/Cans Price. Louisiana Tech University has a contract with Aramark to operate Food Service facilities on campus. Aramark shall purchase bottle and can products for resale at prices listed below, with annual increases to be negotiated by Aramark and SPONSOR. Payments for products purchased by Aramark will be made directly by Aramark per agreements between SPONSOR and Aramark. Rebates to University for product purchased by Aramark are independent of contract agreement between SPONSOR and Aramark.

Bottles/Cans Price. Louisiana Tech University has a contract with Barnes and Noble to operate Bookstore operations on the University campus. Barnes and Noble shall purchase bottle and can products for resale at prices negotiated by Barnes and Noble and SPONSOR. Payments for products purchased by Barnes and Noble will be made directly by Barnes and Noble per agreements between SPONSOR and Barnes and Noble. Rebates to University for product purchased by Barnes and Noble are independent of contract agreement between SPONSOR and Barnes and Noble.

(b) Fountain Price. Louisiana Tech University has a contract with Aramark to operate Food Service facilities on campus. Aramark shall purchase fountain products for resale at prices listed

below, with annual increases to be negotiated by Aramark and SPONSOR. Payments for products purchased by Aramark will be made directly by Aramark per agreements between SPONSOR and Aramark. Rebates to University for product purchased by Aramark are independent of contract agreement between SPONSOR and Aramark.

Beverage	Initial Aramark Price
20 oz. Carbonated Soft Drinks (24 Unit Case)	\$28.72
20 oz. Sports Drink (24 Unit Case)	\$27.59
20 oz. Branded Water (24 Unit Case)	\$23.28
5 Gallon BNB (CSD)	\$83.25
2.5 Gallon BIB (CSD)	\$51.66

6.4 Beverage Warranties. SPONSOR warrants that all the Approved Beverages it will provide and deliver to University under the terms of this Agreement will be unadulterated and in compliance with all applicable federal, state, and local food and health laws, rules, and regulations.

6.5 Non-Vending Beverage Equipment.

(a) Except as provided in this Agreement, at no cost or expense to University, SPONSOR shall deliver to University or University Contractor all equipment ("SPONSOR's Provided Non-Vending Beverage Equipment") reasonably necessary to dispense the Designated Non-Vending Beverages, a list of which is attached as Exhibit B, and SPONSOR shall provide and deliver certain retail equipment and professional product selection labels for the Designated Non-Vending Beverages. SPONSOR warrants that each item of SPONSOR Provided Retail Equipment shall be new or like new, and SPONSOR represents that to the best of its knowledge, after due examination, each such item is free from defects in workmanship or design. Throughout the Term, all items of equipment SPONSOR will provide under this Agreement shall be state-of-the-art. All SPONSOR Provided Non-Vending Beverage Equipment and SPONSOR Provided Retail Equipment shall be equipped with locks and/or shut-off devices at no cost to University or University Contractor. All such equipment that has a waterline connection must be equipped with a stainless steel, vented double-check valve backflow device and water filtering equipment to be used in connection with SPONSOR supplied equipment. All dispensers shall be equipped with separate water supply shutoff devices. All such equipment shall meet UL safety standards.

(b) Within a reasonable period of time, SPONSOR shall at its sole expense deliver and install all SPONSOR Provided Non-Vending Beverage Equipment and SPONSOR Provided Retail Equipment in the locations on the Campus as are set forth in attached Exhibit A, if not already on Campus.

6.6 Maintenance of Non-Vending Beverage Equipment.

(a) SPONSOR, at its sole expense, shall maintain each piece of SPONSOR Provided Non-Vending Beverage Equipment and of SPONSOR Provided Retail Equipment in good working order. The costs of repair of such equipment are the sole responsibility of SPONSOR.

(b) University or University Contractor shall not misuse, intentionally damage, or knowingly permit any damage to SPONSOR Provided Non-Vending Beverage Equipment and SPONSOR Provided Retail Equipment. Upon termination of this Agreement, such equipment shall be in good

working condition, except for reasonable wear and tear and for any damage caused by unavoidable accidents or the maintenance or lack of maintenance thereof. Promptly upon termination of this Agreement, SPONSOR shall at its sole expense remove all such equipment from the Campus and repair any damage to such facilities it caused in removing such equipment, except for reasonable damage necessitated by the removal, such as holes in countertops.

(c) SPONSOR releases University from all claims, liabilities, and expenses arising out of the operation of such equipment (including any loss or damage to such equipment), except for claims arising out of University's negligence.

(d) University acknowledges that SPONSOR may from time to time during the term of this Agreement develop new packaging and dispensing equipment. University further acknowledges that this Agreement was entered into, and the financial consideration based on, the packaging and dispensing equipment used as of the date of this Agreement. If University desires to obtain different packaging or dispensing equipment for Approved Beverages, the Parties shall mutually agree upon the terms under which such packaging and dispensing will be provided to University.

University agrees that:

- (i) neither SPONSOR Provided Non-Vending Equipment nor SPONSOR Provided Retail Equipment and Approved Vending Machines may be removed from or moved within the Campus without SPONSOR 's prior written consent; and
- (ii) University will not encumber SPONSOR Provided Non-Vending Equipment, SPONSOR Provided Retail Equipment or the Approved Vending Machines in any manner or permit any attachment thereto except as authorized in advance by SPONSOR .

7. Additional Covenants

7.1 Insurance. SPONSOR shall procure and maintain throughout the term of this agreement insurance specified in Exhibit E.

8. Use of University's Marks

8.1 The University's Grant of License. On the terms set forth in this Agreement, University grants SPONSOR, during the Term, a royalty free, non-exclusive, non-assignable license to use, reproduce, and otherwise exploit the University Marks in connection with written, radio, and television advertising of Approved Beverages, in each case as approved by the University in writing prior to such use, and in no other way. SPONSOR shall not alter, modify, dilute, or otherwise misuse a University Mark. SPONSOR shall not grant sublicenses or other rights of use of any University Mark without University's prior written consent and without an agreement with University as to the terms of an applicable royalty or commission rights. Throughout the term of this Agreement, University shall not grant any person a license to use, reproduce, or otherwise exploit the University Marks to promote or sell any Competitive Beverage. This license shall terminate upon the termination of this Agreement for any reason. Upon the termination of this license, SPONSOR shall cease using the trademarks in any capacity. In no event shall SPONSOR claim or assert any ownership interest in or contest the validity of the University Marks.

8.2 SPONSOR 's Grant of License. On the terms set forth in this Agreement, SPONSOR grants University during the term, a royalty free, non-exclusive, non-assignable license to use, reproduce, and otherwise exploit in the states in which SPONSOR is authorized to supply Beverages from time to time, the SPONSOR Marks in connection with written, radio, and

television advertising of Approved Beverages, in each case as approved by SPONSOR in writing prior to such use, and in no other way. University shall not alter, modify, dilute, or otherwise misuse a SPONSOR Mark. University shall not grant sublicenses or other rights of use of any SPONSOR Mark without the SPONSOR 's prior written consent and without an agreement with SPONSOR as to the terms of an applicable royalty or commission rights. This license shall terminate upon the termination of this Agreement for any reason. Upon the termination of this license, University shall cease using the trademarks in any capacity. In no event shall University claim or assert any ownership interest in or contests the validity of the SPONSOR Marks.

9. Competitive Beverages

9.1 Grant of Rights. Pursuant to provisions of Louisiana Revised Statute 39:1615D, Except for any beverage products used for academic research or medically related patient care, University shall not:

- (a) purchase, sell, distribute, dispense (for free sampling or otherwise), vend, or otherwise serve any Competitive Beverage on the Campus in excess of 10% of competitive brand to meet non-exclusive provisions of this contract;
- (b) advertise or otherwise promote a Competitive Beverage on the Campus;
- (c) grant any person the right, or permit any person, to advertise or otherwise promote a Competitive Beverage on the Campus;
- (d) grant any person the right to associate a Competitive Beverage with the Campus or the University Marks, in an advertising or promotional activity, including, without limitation, the right to display at any University sponsored event any trademark or advertisement identifying or promoting Competitive Beverages.

10. Termination

10.1 By University. University may terminate this Agreement upon thirty (30) days prior notice to SPONSOR upon the occurrence of one or more of the following events:

- (a) if any representation or warranty made by SPONSOR in this Agreement is or proves to be untrue such as to cause a material adverse effect on SPONSOR 's performance or the realization by University of its anticipated benefits under this Agreement;
- (b) if SPONSOR fails to perform or observe any of its covenant or obligations under this Agreement after University has notified SPONSOR of such failure(s) to perform and granted it thirty (30) days to perform the duty or duties, unless a shorter cure period is otherwise specified in this Agreement; or
- (c) if SPONSOR shall be unable to pay its liabilities when due; shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent; or if a receiver is appointed for the SPONSOR 's business or property; or if a trustee in bankruptcy or insolvency shall be appointed under the laws of the United States of America or any state.

10.2 Material Breach by University. SPONSOR shall have the right to terminate this Agreement upon thirty (30) days prior notice to University upon the occurrence of one or more of the following events:

(a) if any representation or warranty made by University in this Agreement is or proves to be untrue such as to cause a material adverse effect on SPONSOR or its performance under this Agreement; or

(b) if University fails to perform one or more of its material obligations under this Agreement after SPONSOR had notified University of its failure(s) to perform and granted it thirty (30) days to perform such obligation.

10.3 Limitation of Damages. In no event shall a Party be liable to another Party for any consequential special, or incidental damages, including lost profits, lost business opportunity, or similar expectancy damages arising from the transactions which are the subject of this Agreement.

10.4 Pro-rata Refund. In the event this Agreement is terminated for any reason, University shall pay SPONSOR a pro-rated amount of all funds paid to University. Any amounts paid to University shall be deemed earned at an equal rate per month, notwithstanding the date of actual payment. The amount due to SPONSOR shall be calculated by the number of full months remaining on the Agreement.

11. Indemnification

11.1 Indemnification of University. SPONSOR shall defend, hold harmless, and indemnify University and each of its trustees, officers, employees, and agents (each of which shall be referred to as a "University Indemnitee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorneys' and investigative fees) imposed upon, incurred by, or asserted against a University Indemnitee arising from or relating to, directly or indirectly, SPONSOR 's performance or breach of the terms of this Agreement and any transaction contemplated hereby, including, but not limited to, the acts or omissions of SPONSOR 's officers, employees or agents; provided, however, that SPONSOR shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the University Indemnitee's acts or failure to act. The obligations under this Section 11 shall survive the termination of this Agreement.

11.2 Indemnification of SPONSOR. University shall defend, hold harmless, and indemnify SPONSOR and each of its Board Members, officers, employees, and agents (each of which shall be referred to as a "SPONSOR Indemnitee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to, reasonable attorneys' and investigative fees) imposed upon, incurred by, or asserted against a SPONSOR Indemnitee arising from or relating to, directly or indirectly, University's performance or breach of the terms of this Agreement and any transaction contemplated hereby, including, but not limited to, the acts or omissions of University's officers, employees or agents; provided, however, that University shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the SPONSOR Indemnitee's acts or failure to act. The obligations under this Section 11 shall survive the termination of this Agreement.

12. Representations, Warranties, and Covenants

12.1 By University. University represents, warrants, and covenants to SPONSOR that:

(a) University has full power and authority to enter into this Agreement and to grant and convey to SPONSOR the rights set forth herein, and, subject to applicable law, the exclusive right

and power to grant the right(s) to sell, distribute, and vend Beverages and to the right(s) to advertise or promote Beverages on the Campus.

(b) All necessary approvals for the execution, delivery, and performance of this Agreement by University have been obtained, and this Agreement has been duly executed and delivered by University and constitutes the legal and binding obligation of University enforceable in accordance with its terms.

(c) University has not entered into, and during the Term of this Agreement, will not enter into:

(i) any agreement which would prevent it from complying with the provisions of this Agreement; or

(ii) any agreement granting Beverage availability and merchandising or promotional and/or advertising rights that are inconsistent with the rights granted to SPONSOR pursuant to the terms of this Agreement, including any agreements with concessionaires or third party food service operators, vending companies, and/or other entities which sell or distribute beverages.

(d) Ambush Marketing. University recognizes that SPONSOR has paid valuable consideration to ensure the associational relationship with University created by this Agreement with respect to its Beverage supply and distribution program, and that any dilution or diminution of such associational relationship seriously impairs SPONSOR valuable rights. Accordingly, in the event another person or entity attempts, without SPONSOR's prior written consent, to engage in Ambush Marketing, University will:

(i) promptly notify SPONSOR of such association or suggestion, take reasonable steps to end any such association or suggestion which is then continuing, and

(ii) cooperate and not interfere with any actions undertaken by SPONSOR to enforce its rights under this Agreement.

12.2 By SPONSOR. SPONSOR hereby represents, warrants, and covenants to University that:

(a) SPONSOR has full power and authority to enter into and perform this Agreement.

(b) All necessary approvals for the execution, delivery, and performance of this Agreement by SPONSOR have been obtained, and this Agreement has been fully executed and delivered by SPONSOR and constitutes the legal and binding obligation of SPONSOR enforceable in accordance with its terms.

(c) SPONSOR has not entered into and during the term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

(d) SPONSOR agrees that SPONSOR and any subcontractor, supplier, or any person acting on its behalf, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry, against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. SPONSOR further agrees that SPONSOR, any subcontractor, and any person acting on behalf of SPONSOR or its subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry, SPONSOR represents that it has

a written Affirmative Action program, for the employment and effective utilization of economically disadvantaged persons, that meets the state of STATE requirements.

SPONSOR agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SPONSOR agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by SPONSOR, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

13. General Provisions

13.1 Amendment and Waiver. This Agreement may be amended from time to time only by a written instrument signed by all of the Parties hereto. No waiver by any Party of any default or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance.

13.2 Assignment. SPONSOR shall have the right to assign this Agreement in the event that it sells or otherwise transfers substantially all of its assets or stock. Except as permitted, neither Party shall have the right or power to assign its interest or delegate its duties under this Agreement, unless all the other Parties consent to the assignment or delegation. Any delegation or assignment attempted to be made in violation of this Section shall be void. Absent the consent of all the Parties to this Agreement, an assignment or delegation shall not release the assigning or delegating Party from its obligations to the other Parties under this Agreement.

13.3 Applicable Law. The internal laws of the state of LOUISIANA shall govern the validity, construction and enforceability of this Agreement, without giving effect to the conflict of laws principles thereof.

13.4 Audit Rights; Records Retention. University shall have the right (exercisable upon reasonable notice to SPONSOR, or its agents or assignees, as the case may be) to inspect and photocopy or otherwise reproduce the accounting books and records relating to the performance of this Agreement by SPONSOR. SPONSOR shall make available such books and records to University or its representatives (including legal or accounting advisors) during normal business hours at such Party's principal place of business, provided that such audits do not cause disruption to SPONSOR's operations.

For a period of three (3) years commencing on the date of termination of this Agreement, SPONSOR shall retain all summary accounting records and books of account related to this Agreement. SPONSOR shall retain all records relating to any litigation or claim arising out of the performance of this Agreement, or to costs and expenses of this Agreement to which exception has been taken as a result of audit and/or inspection, until such litigation, claim or exception has been resolved.

It is hereby agreed that the Legislative Auditor, Internal Auditor of the University and/or the Office of the Governor, Division of Administration auditors of Louisiana shall have the option of auditing all accounts and documents which relate to this contract.

13.5 Confidentiality. The Parties acknowledge in connection with the performance of this Agreement that SPONSOR has and will deliver to University certain information with regards to pricing and other marketing and sales information ("Confidential Information") which it deems as proprietary and confidential. In the event University receives a request for the dissemination of any Confidential Information, University shall promptly notify SPONSOR of such request and shall refuse to disclose the Confidential Information without the written consent of SPONSOR.

13.6 Consent and Approvals. All consents or approvals required under the terms of this Agreement shall be in writing in order to be enforceable and shall be signed by the party to be charged with such consent or approval.

13.7 Construction. The headings preceding and labeling the paragraphs of this Agreement are for the purpose of identification only and shall not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. As used herein and where necessary, the singular shall include the plural and vice versa, and masculine, feminine and neuter expressions shall be interchangeable.

13.8 Enforceability. If a court of competent jurisdiction adjudges a provision of this Agreement unenforceable, invalid or void, such determination shall not impair the enforceability of any of the remaining provisions hereof and such provisions shall remain in full force and effect.

13.9 Entire Agreement, No Third Party Beneficiaries. This Agreement (including all attachments, exhibits and amendments hereto) is intended by the Parties as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements among the Parties, whether oral or written, relating to the subject matter of this Agreement. No provision of this Agreement, express or implied, is intended to confer upon any person other than the Parties any rights, remedies, obligations, or liabilities hereunder.

13.10 Notices/Administration. All notices, requests and other communications that a Party is required or elects to deliver shall be in writing and shall be delivered personally, by facsimile (provided such delivery is confirmed) or by recognized overnight courier service, to the other Party at the addresses set forth below or to such other address as such Party may hereafter designate by notice given pursuant to this Section:

If to the University:

Dr. Leslie K. Guice
President
Louisiana Tech University
P.O. Box 3168
Ruston, Louisiana 71272

With a copy to:

Samuel G. Wallace
Associate Vice President for Administration and Facilities

Louisiana Tech University
P.O. Box 3151
Ruston, Louisiana 71272

If to SPONSOR:

LOCAL SUBSIDIARY
ADDRESS
Attn: NAME
TITLE
Attn: NAME
TITLE
Fax: XXX-XXX-XXXX

With a copy to:

LOCAL SUBSIDIARY
ADDRESS
Attn: NAME
TITLE
Attn: Legal Department
Fax:

13.11. Parties In Interest. This Agreement shall bind and inure to the benefit of Parties hereto and their respective heirs, legal representatives, successors, assigns, transferees or donees, as the case may be.

13.12. Permits. SPONSOR certifies that as of the date of this Agreement it possess all governmental licenses, permits, and certificates necessary to perform this Agreement.

13.13. Relationship of Parties. The Parties are acting herein as independent contractors and independent employers. No provision of this Agreement shall create or be construed as creating a partnership, joint venture, or agency relationship among any of the Parties. No Party shall have the authority to act for or bind another Party in any respect.

13.14 Fiscal Funding. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13.15 Taxes. Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of

notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

13.16 E-Verify. Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

13.17 Contractor's Cooperation. The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

13.18 Continuing Obligation. Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

13.19 Eligibility Status. Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

13.20 Prohibition of Discriminatory Boycotts of Israel. In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

SPONSOR LOCAL SUBSIDIARY

By: _____

Its: _____

UNIVERSITY

By: _____

Its: PRESIDENT

EXHIBITS

- A Initial Approved Vending Locations
- B List of Approved Vending, Non-Vending, and Retail Equipment
- C Approved Vending and Non-Vending Beverage Product and Price List
- D Indemnification Agreement
- E Insurance Requirements

EXHIBIT A

LOCATION	COMMENT
Mitchell Hall	Goes Off-Line May 2021
Mitchell hall	Goes Off-Line May 2021
Cottingham Hall	Goes Off-Line May 2021
Adams Hall	
Adams Hall	
Aswell Hall	
Aswell Hall	
Aswell Hall	10% Vendor
Band Building	
Biomedical Engineering	
Bogard Hall	
Bogard Hall	
Carson-Taylor Hall	
Carson-Taylor Hall	
Carson-Taylor Hall	
Carson-Taylor Hall	10% Vendor
College of Business	
Davison Hall	
Davison Hall	
Dudley Hall	
Dudley Hall	
Engineering Building	
Engineering Building	
Flight Operations Center - Airport	
George T. Madison	
George T. Madison	
George T. Madison	
George T. Madison	10% Vendor
Graham Hall	
Graham Hall	
Grounds Shop	
Hale Hall	
Institute for Micromanufacturing	
Keeny Hall	
Memorial Gym	
Memorial Gym	
Memorial Gym	
Mitchell Hall	
Nethken Hall	
Reese Hall	
South Hall	
Sutton Laundry	
Tech Pointe	
Thatcher Apartments	
Thomas Assembly Center	
Visual Arts Center	
Woodard Hall	
Woodard Hall	
Woodard Hall	
Woodard Hall	10% Vendor
Wyly Tower	
Wyly Tower	10% Vendor

EXHIBIT B – Equipment to be Provided

Aramark Food Services

Three 2 Door Coolers
7 one Door Coolers
15 Fountain Machines

Barnes and Noble Bookstore

Three 2 Door Coolers

Athletics

DAC:

- (1) Full Size in Weight Room
- (1) Full Size in Satellite Training Room
- (1) Midsize in Nutrition Area (Life Water)

Press Box:

- (1) Full Size in Media Room
- (1) Midsize in Media Room

Fieldhouse:

- (1) Full Size in Weight Room Nutrition
- (1) Midsize in Training Room

TAC:

- (1) Full Size in Strength Office
- (1) Midsize in External
- (2) Midsize in Visiting LRs
- (1) Mini in Media Relations
- (1) Mini in MBB Lounge
- (1) Mini in WBB
- (1) Mini in VB LR

Lambright:

- (1) Mini in Bowling

Other Materials to be provided:

- (1) Large – 4 Cooler Sideline Cart
- (1) Small – 2 Cooler Sideline Cart
- (4) Wire Basketball Bench Cooler Carts
- (10) Plastic Paper Cup Holders
- (36) 6-Pack Water Bottler Carriers
- (500) 32 oz Squeeze Bottles
- (6) 3 Gallon Coolers

- (10) 7 Gallon Coolers
- (40) 10 Gallon Coolers
- (4) 120 Quart Ice Chests
- (10) 60 Quart Ice Chests
- (10) 48 Quart Ice Chests
- (x) Cases of Paper Cups
- (1) Case of 144 Towels

EXHIBIT D

INDEMNIFICATION AGREEMENT

_____ agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of LOUISIANA TECH UNIVERSITY, its officers, agents, servants, employees and volunteers.

_____ agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Contractor Name

Signature

Date

Title

Address:

Telephone Number:

EXHIBIT E

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non owned automobiles.

B. DEDUCTIBLES AND SELF INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any

insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder Shall be listed as follows:

LOUISIANA TECH UNIVERSITY
Its Officers, Agents, Employees and Volunteers
P.O. BOX 3151

RUSTON, LA 71272

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.